

ARTICLE ENTRIES ALPHABETIZED BY AUTHOR LAST NAME

Michal Alberstein, *Forms of Mediation and Law: Cultures of Dispute Resolution*, 22 OHIO ST. J. ON DISP. RESOL. 321 (2007).

Mediation forms are seen as "cultures of dispute resolution" in this article. It presents three models: pragmatic, transformative, and narrative. The author advocates understanding the differences and commonalities between the models.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Michal Alberstein, *Restorative Justice as Internalization of the Rule of Law: Combining Restoration With Retribution in the Film Festen*, 8 CARDOZO J. CONFL. RESOL. 405 (2007).

Alberstein explains the restorative justice and victim-offender mediation processes shown in the film *Festen*, and then uses these examples to develop a notion of law that incorporates the retributive elements of criminal punishment into a broader framework of restoration and amendment. Despite retribution and resotation typically establishing a dichotomy in the field, the author offers a mediation formula to help overcome this theoretical dichotomy.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

Zahed Amin, Note, *Exposing Dead Air: Challenging the Constitutional Sufficiency of Uninsured Motorist Arbitration Procedures*, 22 OHIO ST. J. ON DISP. RESOL. 527 (2007).

In this note, Amin critiques the mandatory arbitration procedures currently required by insurance companies for uninsured motorist ("UM") claims. The author notes the inherent unfairness, as well as threat to procedural due process, present in the system.

{45} ARBITRATION – MANDATORY, COURT-ANNEXED-GENERAL

{76} SUBJ MATTER – CIVIL RIGHTS

Alexis Anderson, Lynn Barenberg, & Paul R. Tremblay, *Professional Ethics in Interdisciplinary Collaboratives: Zeal, Paternalism and Mandated Reporting*, 13 CLINICAL L. REV. 659 (2007).

This article discusses the benefits of interdisciplinary, collaborative efforts between lawyers and social workers. The authors also reconcile the attorneys' and social workers' (or other assisting professionals') divergent mandated-reporting obligations.

{44} ARBITRATION – GENERAL

{138} ETHICS – GENERAL

Jennifer Arlen, *Regulating Post-Bid Embedded Defenses: Lessons From Oracle Versus Peoplesoft*, 12 HARV. NEGOT. L. REV. 71 (2007).

Looking at the Oracle hostile takeover of Peoplesoft, Arlen argues that courts should not adopt a rule of strict shareholder choice that would require managers to obtain shareholder consent for any defensive action taken against a hostile bid. This article illustrates that strict shareholder choice over-regulates the defenses and encourages substitution into alternative defense which may end up being more costly for the shareholders.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

Laura Bettenhausen, Note, *The FAA and the USERRA: Pro-Arbitration Policies Can Undermine Federal Protection of Military Personnel*, 2007 J. DISP. RESOL. 267.

According to the United States Supreme Court, statutory claims may be the subject of an arbitration agreement contained in an individual employment contract.

{45} ARBITRATION – MANDATORY, COURT-ANNEXED-GENERAL

{96} SUBJ MATTER – EMPLOYMENT (NON-UNION)

Andrea F. Blau, Comment, *Available Dispute Resolution Processes within the Reauthorized Individuals with Disabilities Education Act (IDEIA) of 2004: Where do Mediation Principles Fit In?*, 7 PEPP. DISP. RESOL. L.J. 65 (2007).

Alternative dispute resolution (ADR) processes have taken an increasingly dominant role within the newly reauthorized IDEIA of 2004, reflecting Congressional promotion of parent and district collaboration for achieving the Act's goals.

{60} ADR – GENERAL

{83} SUBJ MATTER – EDUCATION

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Wayne D. Brazil, *Hosting Mediations as a Representative of the System of Civil Justice*, 22 OHIO ST. J. ON DISP. RESOL. 227 (2007).

Written by a United States Magistrate Judge, this article describes many of the pitfalls mediators face in earning parties' respect. Brazil then goes on to outline important factors, such as trust, genuineness, honesty, transparency, and inclusiveness.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Donald Brown, Comment, *A Destruction of Muslim Identity: Ontario's Decision to Stop Shari'a Based Arbitration*, 32 N.C. J. INT'L L. & COM. REG. 495 (2007).

Brown argues that the basic premise for allowing Muslim arbitration is that Islamic law is critical to Muslim identity. While acknowledging the critics of religious arbitration, Brown hopes that this issue will be revisited because of its importance.

{44} ARBITRATION – GENERAL

{85} SUBJ MATTER – FAMILY (DOMESTIC REL.)

Micheal P. Bruyere & Meghan D. Marino, *Mandatory Arbitration Provisions: A Powerful Tool to Prevent Contentious and Costly Trust Litigation, but are They Enforceable?*, 42 REAL PROP. PROB. & TR. J. 351 (2007).

This Article proposes that the inclusion of mandatory arbitration provisions in trust agreements can aid a grantor in effectuating a seamless distribution of wealth by preventing trust disagreements from erupting into costly litigation.

{44} ARBITRATION – GENERAL

{74} SUBJ MATTER – ANTITRUST

C. Michael Bryce, *ADR Education From a Litigator/Educator Perspective*, 81 ST. JOHN'S L. REV. 337 (2007).

Author examines how mediation education is being offered in law schools. The article shows how mediation education utilizes educational precepts inherent to Jesuit education. Use of these precepts amplify the effectiveness of mediation education.

{21} MEDIATION – GENERAL

{83} SUBJ MATTER – EDUCATION

Michael A. Cardozo, *The use of ADR Involving Local Governments: The Prospective of the New York City Corporation Counsel*, 34 FORDHAM URB. L.J. 797 (2007).

In this article, Cardozo discusses the benefits and limits of local governmental use of ADR within three categories.

{60} ADR – GENERAL

{87} SUBJ MATTER – GOV'T

Olivia Chung, Note, *The Lopsided International Investment Law Regime and Its Effect on the Future of Investor-State Arbitration*, 47 VA. J. INT'L L. 953 (2007).

This note raises questions as to the legitimacy of the current system of Bilateral Investment Treaty arbitration. It explores why the current system is so lopsided, and what effects that lopsidedness has on variously-situated treaty parties.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Jeffrey Cook, Comment, *The Evolution of Investment-State Dispute Resolution in NAFTA and CAFTA: Wild West to World Order*, 34 PEPP. L. REV. 1085 (2007).

This article discusses the evolution of international dispute resolution, principally the reforms to transparency provisions and the arbitral award review process over the last ten years.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Colin J. Daniels, Note, *Mandatory Arbitration: How Private Actors Can Improve Their Footing on Unstable Ground*, 12 HARV. NEGOT. L. REV. 525 (2007).

Mandatory arbitration agreements in the boilerplate of employment contracts has become more prevalent in the past two decades, and Daniels argues that companies should avoid the circumstances of a recent case upholding a mandatory arbitration agreement in the Tenth Circuit. Daniels notes that any policy change toward these agreements must come from Congress.

{45} ARB – MANDATORY, COURT-ANNEXED – GENERAL

{96} SUBJ MATTER – EMPLOYMENT (NON-UNION)

{144} LEGISLATION

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Kenneth DeVille, *The Jury is Out: Pre-Dispute Binding Arbitration Agreements for Medical Malpractice Claims*, 28 J. OF LEGAL MED. 333 (2007).

This article investigates the use of pre-dispute binding arbitration agreements by hospitals, doctors, and insurers in medical malpractice litigation. It investigates the history of the agreements, and the justification for them.

{44} ARBITRATION – GENERAL

{89} SUBJ. MATTER – HOSPITALS

Christopher F. Dugan & James E. Berger, *Arbitration and Litigation in the U.S. Against State-Owned Oil Companies*, 58 INST. ON OIL & GAS L. & TAX'N 291 (2007).

This article addresses the use of arbitration and litigation in disputes arising against state-owned oil companies. The article also addresses how the Foreign Sovereign Immunities Act of 1976 affects such disputes.

{44} ARBITRATION – GENERAL

{88} SUBJ MATTER – GOV'T CONTRACTS

Edward Wood Dunham & Erika L. Amarante, *DAI v. Downey: Associational Standing and Arbitration*, 27 FRANCHISE L.J. 16 (2007).

This article analyzes the tension between associational standing and agreements to arbitrate. We begin with an overview of associational standing and then review five cases in which medical associations sued HMOs and others on behalf of their physician.

{44} ARBITRATION – GENERAL

{89} SUBJ MATTER – HOSPITALS

Adam Eckstein, Comment, *The Petition Clause and Alternative Dispute Resolution: Constitutional and Consistency Arguments for Providing Noerr-Pennington Immunity to ADR*, 75 U. CIN. L. REV. 1683 (2007).

Eckstein begins by explaining the Petition Clause as a First Amendment right, then discusses the basics of ADR. Then Eckstein describes the Noerr-Pennington doctrine as a check for the right to petition. The comment also discusses why ADR should be immunized under that doctrine.

{60} ADR – GENERAL

{73} SUBJ MATTER – GENERAL

Gabriel Egli, Comment, *Don't Get Bit: Addressing ICSID's Inconsistent Application of Most-Favored-Nation Clauses to Dispute Resolution Provisions*, 34 PEPP. L. REV. 1045 (2007).

This article examines the potential effects and problems associated with international arbitration panels in applying Most-Favored-Nation clauses in Bilateral Investment Treaties to dispute resolution provisions.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Theodore Eisenberg & Geoffrey P. Miller, *The Flight From Arbitration Clauses in the Contracts of Publicly Held Companies*, 56 DEPAUL L. REV. 335 (2007).

Explores the connection between arbitration and rule of law both in the United States and abroad. Publicly held companies have tried to force arbitration in many contracts for a couple decades, but problems with administration of justice have created a current trend away from arbitration. Eisenberg and Miller discuss what can be done to change this trend.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Christopher M. Fairman, *Why We Still Need a Model Rule for Collaborative Law: A Reply to Professor Lande*, 22 OHIO ST. J. ON DISP. RESOL. 707 (2007).

This article speaks to the value of rule-based guidance. More specifically, this article urges for a model rule for collaborative law. It is a response to Professor John Lande's article arguing against the use of model rules in collaborative law.

{38} NON-BINDING RECOMMENDATION PROC – GENERAL

{102} SUBJ MATTER – PUBLIC POLICY

Michael Ross Fowler, *The Relevance of Principled Negotiation to Hostage Crises*, 12 HARV. NEGOT. L. REV. 251 (2007).

Fowler argues that the traditional positional bargaining used in hostage situations is an unfortunate consequence of the circumstances. The article shows how principled negotiation, which deals with cooperation for the mutual benefit of the parties, can work in the high-pressure hostage situation in a surprising way.

{1} NEGOTIATION – GENERAL

{73} SUBJ MATTER – GENERAL

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Mark Friedman et al., *International Arbitration*, 41 THE INT'L LAWYER 251 (2007).

This article reports on developments in a number of areas relating to international arbitration. They include developments in federal courts and domestic arbitration relevant to international parties and developments in the investor-state arena.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Zvi D. Gabbay, *Exploring The Limits of the Restorative Justice Paradigm: Restorative Justice and White-Collar Crime*, 8 CARDOZO J. CONFL. RESOL. 421 (2007).

While restorative justice and victim-offender mediation have been lauded by many scholars, Gabbay questions whether this type of setting will work in fields such as white-collar crime, where thousands of people are affected and millions of dollars could be at stake. The author explains that restorative justice would help in the field of Enron-style white collar crime, but only if an innovative model for a new kind of mediation can be discovered.

{21} MEDIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

{82} SUBJ MATTER – CRIMINAL

James M. Gaitis, *Unraveling the Mystery of Wilko v. Swan: American Arbitration Vacatur Law and the Accidental Demise of Party Autonomy*, 7 PEPP. DISP. RESOL. L.J. 1 (2007).

The Supreme Court's utterance in the 1953 *Wilko* case that "the interpretations of the law by the arbitrators in contrast to manifest disregard are not subject to judicial review for error in interpretation" has gradually transmuted in the past half-century to subvert party autonomy. The author concludes the Court needs to revisit this issue to clarify the language "manifest disregard."

{44} ARBITRATION – GENERAL

{149} QUALITY CONTROL

Omar E. Garcia-Bolivar, *Investor-State Disputes in Latin America: A Judgment on the Interaction Between Arbitration, Property Rights Protection, and Economic Development*, 13 LAW & BUS. REV. AMERICAS 67 (2007).

This article explores the increase of ADR use in Latin America by International Business Organizations. Many compelling issues have arisen where a country's laws of property rights conflict with a business's right to advance economically.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Jeffrey H. Goldfien & Jennifer K. Robbennolt, *What if the Lawyers Have Their Way? An Empirical Assessment of Conflict Strategies and Attitudes Toward Mediation Styles*, 22 OHIO ST. J. ON DISP. RESOL. 277 (2007).

Mediator style is the main focus of this article; specifically, attorneys' roles in selecting mediators, and how that selection is influenced by the attorneys' conflict styles. The article then compares these preferences with facilitative and evaluative methods.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Alvin L. Goldman, *Selecting the Correct Standard for Judicial Review of Airline Grievance Arbitration Decisions*, 9 U. PA. J. LAB. & EMP. L. 743 (2007).

This article examines what standard of review should apply when courts are asked to set aside grievance arbitration awards in the airline industry. The author concludes that high deference should be granted to these decisions.

{44} ARBITRATION – GENERAL

{93} SUBJ MATTER – LABOR – GENERAL

Hannah Gordon, *In The Replay Booth: Looking at Appeals of Arbitration Decisions in Sports Through Miami Dolphins v. Williams*, 12 HARV. NEGOT. L. REV. 503 (2007).

Gordon looks at the recent arbitration and subsequent litigation over NFL player Ricky Williams's retirement. While a petitioner can persuade a court to review the merits of an arbitrator's award, Gordon argues that arbitration agreements under the collective bargaining agreements in sports leagues and unions should be given high deference when reviewed by a court.

{44} ARBITRATION – GENERAL

{107} SUBJ MATTER – SPORTS AND ENTERTAINMENT

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Eric Gottwald, *Leveling the Playing Field: Is it Time for a Legal Assistance Center for Developing Nations in Investment Treaty Arbitration?*, 22 AM. U. INT'L L. REV. 237 (2007).

Gottwald discusses the development of investment treaty arbitration and the barriers to the effective participation of developing nations in investment treaty arbitration. The article argues for the creation of a Legal Assistance Center.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

William B. Gould, *Globalization in Collective Bargaining, Baseball, and Matsuzaka: Labor and Antitrust Law on the Diamond*, 28 COMP. LAB. L. & POL'Y J. 283 (2007).

While focused on major league baseball, this article discusses international collective bargaining and negotiation over player contracts, mostly that of Japanese player Daisuke "Dice-K" Matsuzaka. The author discusses the use of collective bargaining and negotiation.

{1} NEGOTIATION – GENERAL

{92} SUBJ MATTER – INT'L

{93} SUBJ MATTER – LABOR – GENERAL

Michael C. Grossman, Note, *Is This Arbitration? Religious Tribunals, Judicial Review, and Due Process*, 107 COLUM. L. REV. 169 (2007).

In this Note, Grossman compares Christian, Jewish, and Islamic religious tribunals in the United States and how courts review these panels under the Federal Arbitration Act and the Uniform Arbitration Act.

{44} ARBITRATION – GENERAL

{124} COMPARISONS – CROSS-CULTURAL

Alicia M. Hehr, Note, *A Child Shall Lead Them: Developing and Utilizing Child Protection Mediation to Better Serve the Interests of the Child*, 22 OHIO ST. J. ON DISP. RESOL. 443 (2007).

The author compares child protection litigation and mediation avenues for dealing with child abuse and neglect cases.

{21} MEDIATION – GENERAL

{85} SUBJ MATTER – FAMILY (DOMESTIC REL.)

David C. Hesser & Elizabeth Jarrell Craig, Comment, *Team Mediation: An Interdisciplinary Model Balancing Mediation in the "Matrix,"* 7 PEPP. DISP. RESOL. L.J. 113 (2007).

This article explores the collaborative law model, defined as a dispute resolution method that utilizes two attorneys to help the disputants reach a settlement. The authors discuss and flesh out how the collaborative law model has expanded.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Corey D. Hinshaw & Lindsay G. Watts, *A Review of Mississippi Law Regarding Arbitration*, 76 MISS. L.J. 1007 (2007).

In this article, Hinshaw and Watts analyze the recent advent of legally recognized arbitration in Mississippi. They focus on the controversies faced in determining what constitutes a binding legal arbitration, and how they might potentially be resolved.

{44} ARBITRATION – GENERAL

{73} SUBJ MATTER – GENERAL

Susan K. Hippensteele, *Mediation Ideology: Navigating Space from Myth to Reality in Sexual Harassment Dispute Resolution*, 15 AM U. J. GENDER SOC. POL'Y & L. 43 (2007).

This article is a critique of mediation in sexual harassment cases. It begins by outlining the traits that make sexual harassment in the workplace a unique case for mediators.

{21} MEDIATION – GENERAL

{94} SUBJ MATTER – LABOR – DISCRIMINATION

Edward L. Jones III, Note, *Stop in the Name of Arbitration: Should Trial in District Court Continue while the Court of Appeals Decides Arbitrability?*, 92 IOWA L. REV. 1107 (2007).

This note analyzes *McCauley v. Halliburton Energy*, a case in which the Tenth Circuit decided that the district court is divested of jurisdiction while a non-frivolous arbitrability motion is pending.

{44} ARBITRATION – GENERAL

{127} REQUIREMENTS – MANDATE TO USE

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Shelby A. Linton Keddle, Comment, *Outsourcing Justice: A Judge's Responsibility When Sending Parties to Mediation*, 25 PENN ST. INT'L L. REV. 717 (2007).

This Comment examines the proposed changes regarding settlement to the ABA Model Code of Judicial Conduct. The author utilizes a comparison between the Model Code and current Bangalore principles of judicial conduct to address what responsibilities judges have.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Paul F. Kirgis, *Judicial Review and the Limits of Arbitral Authority: Lessons from the Law of Contract*, 81 ST. JOHN'S L. REV. 99 (2007).

The article discusses procedural guarantees and rights of disputants that may be obstructed without judicial review of arbitration awards. Kirgis challenges the contract-based conception of the arbitration process and suggests that courts apply a heightened scrutiny.

{44} ARBITRATION – GENERAL

{122} SETTLEMENT – ENFORCEMENT OF SETTLEMENT OR AWARD

Bryce Klemptner et al., Note, *Case Study: Selling Neiman Marcus*, 12 HARV. NEGOT. L. REV. 235 (2007).

This note reviews the negotiations surrounding the acquisition of Neiman Marcus by Texas Pacific Group and Warburg Pincus. The deal ended up surprising investors and market analysts by having such a high price per share, and the authors attempt to delve into the factual background to determine how this occurred. This deal offers some interesting lessons for negotiators in the M&A field.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

Kimberlee Kovach, *Privatization of Dispute Resolution: In The Spirit of Pound, but Mission Incomplete: Lessons Learned and a Possible Blueprint for the Future*, 48 S. TEX. L. REV. 1003 (2007).

This article reviews early ADR initiatives in the 1970s, and discusses how these initiatives have influenced ADR today. The article provides a brief education of ADR generally, then examines how it has evolved over the last several decades.

{60} ADR – GENERAL

{73} SUBJ MATTER – GENERAL

Christopher D. Kratovil, *Judicial Review of Arbitration Awards in the Fifth Circuit*, 38 ST. MARY'S L.J. 471 (2007).

This article explains the difficulty of vacating an adverse arbitration decision under the law of the Fifth Circuit. The Article explains the nature of arbitration, the Federal Arbitration Acts requirements for judicial review, and relevant Fifth Circuit jurisprudence.

{44} ARBITRATION – GENERAL

{102} SUBJ MATTER – PUBLIC POLICY

John Lande, *Principles for Policymaking About Collaborative Law and Other ADR Processes*, 22 OHIO ST. J. ON DISP. RESOL. 619 (2007).

While appreciating the valuable benefits of rules as policy instruments in many situations, this Article argues that we should normally resist the temptation to make policies governing ADR processes merely or primarily be adopting new rules.

{38} NON-BINDING RECOMMENDATION PROC – GENERAL

{102} SUBJ MATTER – PUBLIC POLICY

Ji Li, Note, *From "See You in Court!" to "See You in Geneva!": An Empirical Study of the Role of Social Norms in International Trade Dispute Resolution*, 32 YALE J. INT'L L. 485 (2007).

This article discusses the role that WTO DSM plays in international dispute resolution, highlighting the fast, effective, and neutral channel for dispute resolution among its member states.

{38} NON-BINDING RECOMMENDATION PROC – GENERAL

{92} SUBJ MATTER – INT'L

Julie Macfarlane, *Working Towards Restorative Justice in Ethiopia: Integrating Traditional Conflict Resolution Systems With the Formal Legal System*, 8 CARDOZO J. CONFL. RESOL. 487 (2007).

While most legal scholars focus only on the formal legal system, every country has developed an alternative system for resolving disputes which is just as important to the entire conflict resolution system. The author recounts her experience trying to help Ethiopia adopt a restorative justice system to assist the traditional criminal justice regime in that country. The author then reflects lessons learned and applies them to future West problems.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

{92} SUBJ MATTER – INT'L

{124} COMPARISONS – CROSS-CULTURAL

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Cynthia Mazur, *Compulsory Arbitration Changes Proposed: Time to Comment*, 24 GP SOLO 9 (2007).

Alternative dispute resolution (ADR) is becoming more prevalent in the disaster context, and both the Federal Emergency Management Agency (FEMA) and local agencies are working to use ADR whenever possible in response to disasters.

{44} ARBITRATION – GENERAL

{87} SUBJ MATTER – GOV'T

Bobbi McAdoo, *All Rise, the Court Is in Session: What Judges Say About Court-Connected Mediation*, 22 OHIO ST. J. ON DISP. RESOL. 377 (2007).

ADR from the perspective of the courts is the focus of this article. By examining the ADR program of one state's courts, the author advocates for when to mandate ADR and the issues that arise. Finally, the author suggests training and implementation strategies.

{60} ADR – GENERAL

{73} SUBJ MATTER – GENERAL

Thomas S. Meriwether, *Limiting Judicial Review of Arbitral Awards under the Federal Arbitration Act: Striking the Right Balance*, 44 HOUS. L. REV. 739 (2007).

"Arbitration is a creature of contract." As such, it offers potential litigants a flexible, informal, and rapid alternative to traditional litigation. In *Gorelick*, the Tenth Circuit considered the enforceability of a clause in an arbitration agreement.

{44} ARBITRATION – GENERAL

{122} SETTLEMENT – ENFORCEMENT OF SETTLEMENT OR AWARD

Wayne F. Miller, Note, *Negotiating with Modernity: Amish Dispute Resolution*, 22 OHIO ST. J. ON DISP. RESOL. 477 (2007).

In this note, Miller discusses the Amish community's use of negotiation as a tool for resolving disputes with the outside ("English") world. The author examines the history and cultural beliefs of the Amish regarding dispute resolution.

{1} NEGOTIATION – GENERAL

{77} SUBJ. MATTER – COMMUNITY

David Millstone, *Between Wilmington and Washington: Lessons From Oracle-Peoplesoft*, 12 HARV. NEGOT. L. REV. 103 (2007).

In this article, Millstone argues that takeover negotiations take place against a background of Delaware rules which undermine the views and powers of shareholders in favor of corporate managers. Millstone argues these rules need to be restructured to lower the level of volatility in these negotiations.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

{144} LEGISLATION

David Millstone & Guhan Subramanian, *Oracle v. Peoplesoft: A Case Study*, 12 HARV. NEGOT. L. REV. 1 (2007).

The authors look at the recent *Oracle v. Peoplesoft* case, which arose thanks in large part to failed merger negotiations between the parties prior to J.D. Edwards purchasing Peoplesoft. This article illustrates how companies must be careful in dealing with negotiations.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

Jill E. Monnin, Comment, *Extending the Reach of the Chinese Labor Law: How Does the Supreme People's Court 2006 Interpretation Transform Labor Dispute Resolution?*, 16 PAC. RIM L. & POL'Y J. 753 (2007).

The Supreme People's Court of China interpreted a 1994 Labor Law to allow workers to pursue greater ADR methods to settle their disputes. The author discusses how future courts and decisions should extend this proliferation of ADR.

{44} ARBITRATION – GENERAL

{93} SUBJ MATTER – LABOR - GENERAL

Philip Morrow, Recent Development, *Buckeye Check Cashing, Inc. v. Cardegna*, 22 OHIO ST. J. ON DISP. RESOL. 899 (2007).

Morrow analyzes *Cardegna*, which held that contract disputes with arbitration clauses will be heard by arbitrators and not by state or federal courts. The article provides an overview of the procedural history of *Cardegna* and the Court's reasoning.

{60} ARBITRATION – GENERAL

{79} SUBJ. MATTER – CONSUMER

{87} SUBJ MATTER – GOV'T

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Luther T. Munford, *The Peacemaker Test: Designing Legal Rights to Reduce Legal Warfare*, 12 HARV. NEGOT. L. REV. 377 (2007).

This article describes a test for legislators and other lawmakers to employ in order to make a better legal system for solving disputes. Instead of focusing on "alternative" dispute resolution, this peacemaker test would have the legal profession take the values of ADR and incorporate them into the current adjudication system.

{60} ADR – GENERAL

{87} SUBJ MATTER – GOV'T

{144} LEGISLATION

Elizabeth Murrill, *Mass Disaster Mediation: Innovative ADR, or a Lion's Den*, 7 PEPP. DISP. RESOL. L.J. 401 (2007).

The author examines the use of mediation in mass tort claims following a mass disaster. The primary problem in real-life mediation such as those following Hurricane Katrina in New Orleans is power and experience imbalance between insurance companies and their insured. The author argues that this mediation could be doing more harm than good.

{21} MEDIATION – GENERAL

{147} POWER IMBALANCE

Monica Nelson, Comment, *Discover Bank v. Superior Court: The Unconscionability of Classwide Arbitration Waivers in California*, 30 AM. J. TRIAL ADVOC. 649 (2007).

This article argues that *Discover Bank* and subsequent cases have determined that not only is classwide arbitration a valid option under California law, but also that it may be unconscionable to waive the classwide arbitration right in certain contexts.

{44} ARBITRATION – GENERAL

{126} REQUIREMENTS – CONTRACTUAL CLAUSES

Russell A. Nevers, Comment, *The Supreme Court of Washington Mistakenly Applies State Law Resulting in Invalidation of Arbitration Provisions in Kruger Clinic Orthopaedics, LLC v. Regence Blueshield*, 40 CREIGHTON L. REV. 777 (2007).

Supreme Court of Washington held that an arbitration provision was invalid under state law. The author contends that it was incorrect as a judicial expansion of the statute which leads to uncertainty in drafting arbitration provisions.

{44} ARBITRATION – GENERAL

{73} SUBJ MATTER – GENERAL

Henry S. Noyes, *If You (Re)Build It, They Will Come: Contracts to Remake the Rules of Litigation in Arbitration's Image*, 30 HARV. J.L. & PUB. POL'Y 579 (2007).

In this article, Noye discusses parties' ability to form and implement, through contractual agreements, their own set of public dispute resolution rules. The author concludes that litigation rules may be modified by a contract.

{44} ARBITRATION – GENERAL

{126} REQUIREMENTS – CONTRACTUAL CLAUSES

Matthew Parrott, Note, *Is Compulsory Court-Annexed Medical Malpractice Arbitration Constitutional? How the Debate Reflects a Trend Towards Compulsion in Alternative Dispute Resolution*, 75 FORDHAM L. REV. 2685 (2007).

This note examines compulsory medical-malpractice arbitration. The first part of the article tracks the merger of ADR and tort reform and labels state laws according to whether they allow admission of arbitration results at trial.

{45} ARBITRATION – MANDATORY, COURT-ANNEXED-GENERAL

{98} SUBJ MATTER – MEDICAL MALPRACTICE

David Parsly, Note, *The Internal Revenue Service and Alternative Dispute Resolution: Moving From Infancy to Legitimacy*, 8 CARDOZO J. CONFL. RESOL. 677 (2007).

This note describes the acceptance and rise of alternative dispute resolution in the IRS. While negotiation between delinquent taxpayers and the IRS Appeals Office has been successful, the main focus of the note is the flawed beginnings of the IRS mediation program. Parsly offers some possible improvements to the system.

{60} ADR – GENERAL

{87} SUBJ MATTER – GOVERNMENT

{108} SUBJ MATTER – TAX

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Carol Pauli, Note, *News Media As Mediators*, 8 CARDOZO J. CONFL. RESOL. 717 (2007).

While journalism thrives on conflict for better ratings, this note explores journalism as a potential vessel to conduct conflict resolution. A reliable and independent news media has the potential to contribute to conflict resolution by communicating to counteract misperceptions and by framing the conflict to give a better overview of the issues. Pauli concludes with some cautions for journalists hoping to import conflict resolution techniques into news reporting and writing.

{21} MEDIATION – GENERAL

{77} SUBJ MATTER – COMMUNITY

{107} SUBJ MATTER – SPORTS AND ENTERTAINMENT

Radoslaw Pawlowski, Note, *Alternative Dispute Resolution for Hague Convention Child Custody Disputes*, 45 FAM. CT. REV. 302 (2007).

This article argues that the Hague Convention on Civil Aspects of International Child Abduction should adopt an Alternative Dispute Resolution Protocol. The author suggests this would help to resolve cross-border custody disputes.

{60} ADR – GENERAL

{85} SUBJ MATTER – FAMILY (DOMESTIC REL.)

{92} SUBJ MATTER – INT'L

Arthur B. Pearlstein, *The Justice Bazaar: Dispute Resolution Through Emergent Private Ordering as a Superior Alternative to Authoritarian Court Bureaucracy*, 22 OHIO ST. J. ON DISP. RESOL. 739 (2007).

Dispute resolution practitioners and scholars widely assume that the basket of techniques and processes known as "ADR" should be adopted as a complement to, or as additional options within, a government-sponsored judicial monopoly.

{60} ADR – GENERAL

{87} SUBJ MATTER – GOV'T

Ralph Peeples, Cathrine Harris, & Thomas Metzloff, *Following the Script: An Empirical Analysis of Court-Ordered Mediation of Medical Malpractice Cases*, 2007 J. DISP. RESOL. 101.

Court-ordered mediation of civil cases has become an accepted part of the litigation process in a number of states and in some federal courts. There has been no statistical evidence regarding a mediator's willingness to ask questions.

{21} MEDIATION – GENERAL

{98} SUBJ MATTER – MEDICAL MALPRACTICE

Scott R. Peppet, *Updating Our Understanding of the Role of Lawyers: Lessons From Mastercard*, 12 HARV. NEGOT. L. REV. 175 (2007).

This article reviews Mastercard's legal negotiations regarding the largest antitrust class action on record with Visa in 2003, as well as the structuring of the 2006 Mastercard IPO. By looking to both transactions with the underlying negotiations, Peppet offers some lessons about legal negotiation and the role of lawyers in the modern M&A practice.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

{106} SUBJ MATTER – SECURITIES

{151} ROLE OF LAWYERS

Don Peters, *When Lawyers Move Their Lips: Attorney Truthfulness in Mediation and a Modest Proposal*, 2007 J. DISP. RESOL. 119.

Lawyers lie in mediation as much as outside of it. The article analyzes survey information using the categories the legal profession employs to regulate negotiating honesty: material facts, non-material facts, and opinions to reach its conclusion.

{21} MEDIATION – GENERAL

{99} SUBJ. MATTER – OTHER PROF. MALPRACTICE

Stephen A. Plass, *Privatizing Antidiscrimination Law With Arbitration: The Title VII Proof Problem*, 68 MONT. L. REV. 151 (2007).

Examines the right of employees to waive the right to adjudication. The author points out the difference in bargaining power and the lack of constitutional rights guaranteed in contractual arbitration as evidence that the Supreme Court may be incorrect in allowing employees to waive their rights to trial against employers.

{44} ARBITRATION – GENERAL

{96} SUBJ MATTER – EMPLOYMENT (NON-UNION)

Ruth Raisfeld, *How Mediation Works: A Guide to Effective Use of ADR*, 33 EMP. REL. L.J. 30 (2007).

Raisfeld's article is designed to familiarize employment attorneys with the basic principles of of alternative dispute resolution and the process of resolving a dispute. Practical topics are emphasized including how to decide whether to use mediation.

{60} ADR – GENERAL

{93} SUBJ MATTER – LABOR – GENERAL

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Tamara Relis, *Consequences of Power*, 12 HARV. NEGOT. L. REV. 445 (2007).

Relis looks at recent developments in medical malpractice litigation-track mediation to show that more often than not, lawyers and their clients have different perceptions and goals. This problem is exacerbated when a plaintiff or defendant is not present at the mediation, as the legal actor does not fully represent the views of the client in conducting the mediation. Relis proposes three fundamental changes to how litigation-track mediation should be performed to alleviate these problems.

{21} MEDIATION – GENERAL

{98} SUBJ MATTER – MEDICAL MALPRACTICE

{149} QUALITY CONTROL

Alan Resnick, *The Enforceability of Arbitration Clauses in Bankruptcy*, 15 AM. BANKR. INST. L. REV. 183 (2007).

This article provides an overview of the policies behind the Arbitration Act and the bankruptcy jurisdictional statutes, and frames the conflict as it has been defined by the Supreme Court. Additionally, the article proposes legislative reform.

{44} ARBITRATION – GENERAL

{74} SUBJ MATTER – ANTITRUST

John Richardson, *How Negotiators Choose Standards of Fairness: A Look at the Empirical Evidence and Some Steps Toward A Process Model*, 12 HARV. NEGOT. L. REV. 415 (2007).

One major problem in some negotiations is whether each party perceives the process as fair. This article discusses the intersection between behavioral science and law in this field, and Richardson compiles research on current notions of how people construe fairness. Some helpful tips for negotiators in light of the research are offered.

{1} NEGOTIATION – GENERAL

{73} SUBJ MATTER – GENERAL

{149} QUALITY CONTROL

Brian Roberson, Comment, *Let's Get Together: An Analysis of the Applicability of the Rules of Professional Conduct to Collaborative Law*, Spring, 2007 J. DISP. RESOL. 255.

"Collaborative law" is a relatively recent phenomenon in the panoply of the legal world. Pennsylvania views the methods used by some collaborative practitioners to obtain informed consent as problematic.

{1} NEGOTIATION – GENERAL

{44} ARBITRATION – GENERALE LAW - GENERAL

Mitchell H. Rubinstein, Comment, *Assignment of Labor Arbitration*, 81 ST. JOHN'S L. REV. 41 (2007).

This article argues that hostility and unnecessary litigation can be avoided in a way which will satisfy the grievant, her union, and even the employer. It is submitted that in certain cases the union could assign its right to proceed with the arbitration.

{44} ARBITRATION – GENERAL

{95} SUBJ MATTER – LABOR – MANAGEMENT (UNION)

Maria H. Ruiz, *Voluntary Binding Arbitration of Medical Malpractice Claims: A Survey of Awards entered From 1998 to 2006*, 26 TRIAL ADVOC. Q. 17 (Winter 2007).

Florida's Medical Malpractice Act allows parties to medical malpractice lawsuits to enter into voluntary binding arbitration agreements. Previously, Gail Leverett Parenti wrote an article discussing the awards entered under the voluntary binding arbitration agreements.

{45} ARBITRATION – MANDATORY, COURT-ANNEXED-GENERAL

{98} SUBJ MATTER – MEDICAL MALPRACTICE

Mark A. Salzberg & Gary M. Zinkgraf, *When Worlds Collide: The Enforceability of Arbitration Agreements in Bankruptcy*, 27 FRANCHISE L.J. 37 (2007).

This article examines the enforceability of an arbitration clause in the bankruptcy context. The reader should be aware at the outset, however, that there is no clear-cut answer as to whether any particular arbitration clause will be enforced.

{44} ARBITRATION – GENERAL

{74} SUBJ MATTER – ANTITRUST

Jennifer Samsel, Note, *Evolving Judicial Review of Arbitration Awards: Is Massachusetts Lagging Behind in a "Manifest Disregard" of Arbitrators' Substantive Errors of Law?*, 40 SUFFOLK U. L. REV. 931 (2007).

In this note, Samsel examines the use of the "manifest disregard" standard for judicial review of arbitration awards. Particularly, the author considers the lack of uniformity that exists among courts applying the standard.

{44} ARBITRATION – GENERAL

{73} SUBJ MATTER – GENERAL

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Frank E.A. Sander, *Developing the MRI (Mediation Receptivity Index)*, 22 OHIO ST. J. ON DISP. RESOL. 599 (2007).

This article explores the creation of an index to determine a jurisdiction's receptivity to mediation. The author sets the parameters for the index, spending much of the article explaining the model and how it can be effective.

{21} MEDIATION – GENERAL

{73} SUBJ MATTER – GENERAL

Jessica Sauer, *Mediating Child Custody Disputes for High Conflict Couples: Structuring Mediation to Accommodate the Needs & Desires of Litigious Parents*, 7 PEPP. DISP. RESOL. L.J. 501 (2007).

This article investigates how mediation can enable litigious parents to work through their issues for the betterment of their children concerning custody issues in divorce proceedings. Even if the parents cannot establish a working mediation for the divorce, the author still thinks there is value in mediating only the child custody issues.

{21} MEDIATION – GENERAL

{85} SUBJ MATTER – FAMILY (DOMESTIC REL.)

Amy J. Schmitz, *Consideration of "Contracting Culture" in Enforcing Arbitration Provisions*, 81 ST. JOHN'S L. REV. 123 (2007).

Schmitz explores how parties' relations, understandings, and values impact the fairness of form arbitration provisions. She suggests courts apply her "contracting continuum" to consider contracting culture when assessing the enforceability of form arbitration agreements.

{44} ARBITRATION – GENERAL

{79} SUBJ. MATTER – CONSUMER

{80} SUBJ. MATTER – CONSTRUCTION

David M. Shelton, Note, *Cooper Industries v. Aviall Services: Destroying the Incentive for Negotiated Settlements and Undermining the Increased Use of Alternative Dispute Resolution Under the Comprehensive Environmental Response, Compensation, and Liability Act*, 22 OHIO ST. J. ON DISP. RESOL. 839 (2007).

The author states that the use of ADR by the EPA is essential for resolving conflicts involving the CERCLA. However, the decision in *Cooper v. Aviall* undermines the EPA policy of promoting the use of ADR.

{60} ADR – GENERAL

{87} SUBJ MATTER – GOV'T

Andrew Shepard, *Kramer vs. Kramer Revisited: A Comment on The Miller Commission Report and the Obligation of Divorce Lawyers for Parents to Discuss Alternative Dispute Resolution with Their Clients*, 27 PACE L.J. 677 (2007).

The author compares the *Kramer v. Kramer* case out of New York and the more recent Miller Commission Report to demonstrate how ADR in divorce cases can be effective in cases involving children and custody disputes.

{60} ADR – GENERAL

{85} SUBJ MATTER – FAMILY (DOMESTIC REL.)

Joseph A. Siegel, *Alternative Dispute Resolution in Environmental Enforcement Cases: A Call For Enhanced Assessment and Greater Use*, 24 PACE ENVTL. L. REV. 187 (2007).

Despite having over 6000 disputes against violators of environmental law, the EPA only used ADR in around 100 cases each year from 1998 to 2006. The author takes this discrepancy and shows how ADR can infiltrate a field highly burdened by high costs of litigation.

{60} ADR – GENERAL

{84} SUBJ MATTER – ENVIRONMENT

Larysa Simms, Note, *Criminal Mediation is the BASF of the Criminal Justice System: Not Replacing Traditional Criminal Adjudication, Just Making it Better*, 22 OHIO ST. J. ON DISP. RESOL. 797 (2007).

This article discusses how criminal mediation provides the court system efficiencies by diverting high volume minor crimes cases from court dockets while simultaneously catering to the particular needs underlying each minor crime.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

Elizabeth K. Stanley, Comment, *Parties' Defenses to Binding Arbitration Agreements in the Health Care Field & The Operation of the McCarran-Ferguson Act*, 38 ST. MARY'S L.J. 591 (2007).

This comment explores a conflict between the Federal Arbitration Act (FAA) and Texas state law. Texas law nullifies arbitration agreements in health care liability cases unless patients were notified such agreements must be signed by an attorney.

{44} ARBITRATION – GENERAL

{98} SUBJ MATTER – MEDICAL MALPRACTICE

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Brette L. Steele, Comment, *Enforcing International Commercial Mediation Agreements as Arbitral Awards Under the New York Convention*, 54 UCLA L. REV. 1385 (2007).

Mediation has advantages in international disputes. However, the lack of certainty in enforcement is a large reason that businesses do not engage in more mediation. Use of the New York Convention may help, but it is imperfect.

{21} MEDIATION – GENERAL GENERAL

{92} SUBJ MATTER – INT'L

Jean R. Sternlight, *Is Alternative Dispute Resolution Consistent With the Rule of Law? Lessons From Abroad*, 56 DEPAUL L. REV. 569 (2007).

Explores the domestic critique and international promotion of ADR. Sternlight concludes that domestic critiques of alternative dispute resolution procedures have been addressed in foreign jurisdictions, and this article explains these international experiences.

{60} ADR – GENERAL

{92} SUBJ MATTER – INT'L

Guhan Subramanian, *Bargaining in the Shadow of Peoplesoft's (Defective) Poison Pill*, 12 HARV. NEGOT. L. REV. 41 (2007).

This article notes that Oracle's hostile takeover bid for Peoplesoft in 2004 will likely become the most famous M&A deal of the decade. The Peoplesoft "poison pill," designed to stop such a hostile takeover, was defective, which led to an interesting dynamic in the merger negotiations. The author provides some lessons for future negotiations from the failures on both sides of this hostile takeover.

{1} NEGOTIATION – GENERAL

{81} SUBJ MATTER – CORPORATE

Imre S. Szalai, *The Federal Arbitration Act and the Jurisdiction of the Federal Courts*, 12 HARV. NEGOT. L. REV. 319 (2007).

This article examines one battle over the terms of the Federal Arbitration Act: whether or not a federal court has jurisdiction to enforce an arbitration agreement based on the federal nature of the underlying dispute. Szalai looks at all the statutory evidence to conclude that a broad jurisdictional interpretation of the FAA is most likely proper.

{44} ARBITRATION – GENERAL

{87} SUBJ MATTER – GOV'T

{122} SETTLEMENT – ENFORCEMENT OF SETTLEMENT OR AWARD

Daniel Tan, *Enforcing International Arbitration Agreements in Federal Courts: Rethinking the Court's Remedial Powers*, 47 VA. J. INT'L L. 545 (2007).

The importance of developing suitable remedies to enforce the right to arbitrate embodied in an arbitration agreement is discussed. The Author proposes five inherent (nonstatutory) remedial devices that the courts may use to enforce arbitration agreements.

{44} ARBITRATION – GENERAL

{92} SUBJ MATTER – INT'L

Mark S. Umbreit et al., *Restorative Justice: An Empirically Grounded Movement Facing Many Opportunities and Pitfalls*, 8 CARDOZO J. CONFL. RESOL. 511 (2007).

The author summarizes the restorative justice movement in the past decade and the future of procedures such as victim-offender mediation. The article also looks at potential pitfalls and opportunities on the horizon when looking at the current restorative justice dialogue.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

Howard J. Vogel, *The Restorative Justice Wager: The Promise and Hope of a Value-Based, Dialogue-Driven Approach to Conflict Resolution for Social Healing*, 8 CARDOZO J. CONFL. RESOL. 565 (2007).

Vogel argues that restorative justice offers a refreshing framework for thinking about crime and wrongdoing by wagering that every human being wants to be connected in a good way by using dialogue to build community. Using this wager as his general premise, the author explains that restorative justice may have many applications beyond the criminal context, especially where issues of social justice among groups of people arise.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

{102} SUBJ MATTER – PUBLIC POLICY

2007 BIBLIOGRAPHY ISSUE: ARTICLES

Maria R. Volpe, *Restorative Justice in Post-Disaster Situations: Untapped Potential*, 8 CARDOZO J. CONFL. RESOL. 611 (2007).

This article summarizes Volpe's earlier research on how adequate the dispute resolution response was to the 9/11/01 terrorist attacks. Using this research, the author now addresses the disparity between the potential and the challenges of using restorative justice in post-disaster situations, whether or not the disaster is man-made or natural.

{21} MEDIATION – GENERAL

{82} SUBJ MATTER – CRIMINAL

{102} SUBJ MATTER – PUBLIC POLICY

Ettie Ward, *Mandatory Court-Annexed Alternative Dispute Resolution in the United States Federal Court: Panacea or Pandemic?*, 81 ST. JOHN'S L. REV. 77 (2007).

The article discusses the current state of mandatory court-annexed ADR in the United States federal courts. Topics covered include a summary of the development of ADR in the federal courts and the positions of proponents and critics of ADR court initiatives.

{60} ADR – GENERAL

{73} SUBJ MATTER – GENERAL

W. Mark C. Weidemaier, *Arbitration and the Individuation Critique*, 49 ARIZ. L. REV. 69 (2007).

This article discusses the "individuation critique," which emphasizes the power imbalance between "repeat player" businesses and "one-shot" consumers in arbitration proceedings. It responds to arguments both for and against the "individuation critique."

{44} ARBITRATION – GENERAL

{147} POWER IMBALANCE

Andrew N. Weisberg, Comment, *The Secret to Success: An Examination of New York State Mediation Related Litigation*, 34 FORDHAM URB. L.J. 1549 (2007).

The author argues that New York's approach to mediation is successful and should be considered by other states that are faced with high percentages of enforcement litigation.

{21} MEDIATION – GENERAL

{122} SETTLEMENT – ENFORCEMENT OF SETTLEMENT OR AWARD

Susam Wiens & Roger Haydock, *Arbitration, Before and After: Confirming Arbitration Awards: Taking the Mystery Out of a Summary Proceeding*, 33 WM. MITCHELL L. REV. 1293 (2007).

This article attempts to assist practitioners trying to enforce valid and binding arbitration awards by converting them into state or federal court judgments and gives advice on the process and templates of the necessary forms.

{44} ARBITRATION – GENERAL

{122} SETTLEMENT – ENFORCEMENT OF SETTLEMENT OR AWARD

Rosselle L. Wissler & Bob Dauber, *Compulsory Arbitration Changes Proposed: Time to Comment*, 43 ARIZ. ATT'Y 27 (2007).

In 2004, the Supreme Court of Arizona commissioned a study of court-connected arbitration in Superior Court to examine its efficiency and effectiveness, as well as user satisfaction. The article reviews the committee's recommendations.

{44} ARBITRATION – GENERAL

{133} COURT REFORMS

Roselle Wissler & Bob Dauber, *Court-Connected Arbitration in the Superior Court of Arizona: A Study of Its Performance and Proposed Rule Changes*, 2007 J. DISP. RESOL. 65.

This article examines the effectiveness of arbitration. Specifically, the article analyzes compulsory, court-connected arbitration in the Arizona Superior Court.

{45} ARBITRATION – MANDATORY, COURT-ANNEXED-GENERAL

{133} COURT REFORMS

John Zeleznikow & Andrew Vincent, *Providing Decision Support for Negotiation: The Need for Adding Notions of Fairness to Those of Interests*, 38 U. TOL. L. REV. 1199 (2007).

This article addresses the issue of how to integrate notions of fairness and justice into an interest-based negotiation support system. The authors illustrate their ideas in two legal domains in which they have been constructing negotiation decision support.

{1} NEGOTIATION – GENERAL

{73} SUBJ MATTER – GENERAL